

# LISTING AGREEMENT

(Exclusive Right to Sell)

THE PRE-PRINTED PORTIONS OF THIS LISTING AGREEMENT ("AGREEMENT") HAVE BEEN PREPARED BY THE MULTIPLE LISTING SERVICE OF SOUTHERN ARIZONA ("MLS") AND APPROVED BY LONG REALTY COMPANY. THIS IS A BINDING CONTRACT. FOR LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

## 1. PROPERTY

1. **EXCLUSIVE RIGHT TO SELL:** I/We ("Seller") hereby give the real estate company named on Line 334 ("Listing Broker") an exclusive and irrevocable right to sell the real estate described below together with all improvements, fixtures, personal property described herein, and appurtenances thereon or incidental thereto (collectively the "Premises"). The term "Listing Broker" shall include the licensed real estate agent(s) of the Listing Broker, if any, named on Line 333 ("Listing Agent").
6. **TERM:** This Agreement shall commence on \_\_\_\_\_ and shall expire at 11:59 P.M. Mountain Standard Time (Arizona) on \_\_\_\_\_ ("Term"). If prior to the expiration of the Term a purchase contract is entered into in writing between Seller and a Buyer, then this Listing Agreement shall be extended through the close of escrow or the termination of said purchase contract, whichever first occurs ("Extended Term").
10. **SELLER REPRESENTATIONS:** Seller represents to all licensed agents involved in the sale of the Premises, to MLS, and to the Buyer(s), and said parties have a right to rely upon: (i) Seller is the sole owner of the Premises; (ii) no other person(s) or entities' consent shall be required to provide marketable title to the Premises; (iii) Seller has the legal standing, capacity, and authority to offer and convey marketable title to the Premises; (iv) Seller is not currently a party to any other listing agreement for the sale of the Premises; and (v) the information provided in this Agreement is complete and accurate.
16. **PREMISES:** The Premises includes the following described real property:
  17. **Real Property Address:** \_\_\_\_\_ **Assessor's #:** \_\_\_\_\_
  18. **City/Town/Municipality:** \_\_\_\_\_ **County:** \_\_\_\_\_ **AZ, Zip Code:** \_\_\_\_\_
  19. **Legal Description:** \_\_\_\_\_
  20. \_\_\_\_\_
21. Addenda Incorporated:  Exempt Delayed  Short Sale  Other: \_\_\_\_\_
22. **FIXTURES AND PERSONAL PROPERTY:** The Premises includes all fixtures on the Premises, and any existing personal property specified shall be included in this sale, including but not limited to the following:
  24. • free-standing range/oven
  25. • ceiling fans
  26. • attached floor coverings
  27. • window and door screens, sun screens
  28. • garage door openers and controls
  29. • outdoor landscaping, fountains, and lighting
  30. • pellet, wood-burning or gas-log stoves
  31. • storage sheds
  32. • light fixtures
  33. • towel, curtain and drapery rods
  - flush-mounted speakers
  - storm windows and doors
  - attached media antennas/satellite dishes
  - attached fireplace equipment
  - timers
  - draperies and other window coverings
  - shutters and awnings
  - water-misting systems
  - solar systems (if owned)
  - mailbox
  - central vacuum, hose, and attachments
  - built in appliance
  - pool and spa equipment (including mechanical or other cleaning systems)
  - security and/or fire systems and/or alarms
  - water softeners
  - water purification systems
34. **APPLIANCES AND ADDITIONAL EXISTING PERSONAL PROPERTY:** The Premises shall include the following appliances which are presently located in or upon the Premises:  Refrigerator  Washer  Dryer
36.  Other \_\_\_\_\_

37. **Additional items of personal property included in sale (to be listed in a separate bill of sale.):** \_\_\_\_\_  
 38. \_\_\_\_\_  
 39. **Personal property, fixtures and leased items NOT included in sale** \_\_\_\_\_  
 40. \_\_\_\_\_

## 2. TERMS AND COMPENSATION

41. **LISTED PRICE:** The Premises shall be offered for sale at \$ \_\_\_\_\_ ("Listed Price").
42. **TERMS AND CONDITIONS:** The Premises shall be offered for sale pursuant to the provisions of this Listing Agreement, the Information Property Profile Sheet ("Property Profile Sheet"), and any addenda, data and other documentation incorporated into this Listing Agreement (collectively "Agreement"). Seller authorizes the Listing Broker to update and correct incidental information on the Property Profile Sheet as, in Listing Broker's opinion, is necessary. This shall not include price changes, which must be made with Seller's written authorization.
47. **MODIFICATIONS:** This Agreement may be modified at any time as agreed upon by Seller and Listing Broker in writing. The Status Report Form may constitute an addendum to this Agreement.
49. **COMPENSATION: COMPENSATION FOR THE SALE OF THE PREMISES IS NOT SET BY ANY REALTOR® ASSOCIATION OR ANY MULTIPLE LISTING SERVICE. THE COMPENSATION PAYABLE FOR THE SALE OF THE PREMISES IS NEGOTIATED BETWEEN THE LISTING BROKER AND THE SELLER.**
52. **NON-REFUNDABLE RETAINER FEE:** Listing Broker acknowledges receipt from Seller of a non-refundable retainer fee of \$ \_\_\_\_\_ for initial consultation and research ("Retainer Fee") which shall be deemed earned upon receipt and which  **Shall**  **Shall Not** be credited against any other compensation owed by Seller to Listing Broker as provided on Lines 56 through 74.
56. **COMPENSATION FOR SALE OF PREMISES:** Seller shall pay to Listing Broker \$ \_\_\_\_\_, which is retained solely by Broker, and (Check One):  7%,  8%,  9%,  10% or  \_\_\_\_\_ % of the selling price ("**Total Compensation**") upon the occurrence of any of the following events:
- 59. A. During the Term or Extended Term of this Agreement, Listing Broker, individually or in cooperation with a licensed Broker(s)/Agents ("Cooperating Broker"), produces a Buyer ready, willing, and able to purchase the Premises according to the terms and conditions of this Agreement or upon such other price and/or terms and conditions as subsequently agreed to by Seller; or
  - 63. B. During the Term or Extended Term of this Agreement, Seller sells/transfers/leases/options/auctions/encumbers/unilaterally terminates this Agreement or otherwise makes the title of the Premises unmarketable or in any manner makes the Premises unavailable to Listing Broker for sale; or
  - 66. C. **Within** \_\_\_\_\_ **days** after the expiration of the Term or Extended Term of this Agreement, Seller accepts an offer for the sale, lease with option to purchase, exchange, or otherwise conveys title to any person(s) (or an entity substantially owned by any such person(s)) introduced to the Premises during the Term or Extended Term of this Agreement by any source whatsoever, unless the Premises has first been re-listed for sale with another broker on an exclusive-right-to-sell basis; or
  - 71. D. During the Term or Extended Term of this Agreement, Seller agrees to sell, or transfers the title of all or any portion of the Premises to any governmental entity resulting from an actual, claimed or threatened taking of all or part of the Premises by the governmental entity pursuant to its power of eminent domain; or
  - 74. E. During the Term or Extended Term of this Agreement, a sale of the Premises is prevented by Seller.
75. **PAYMENT OF COMPENSATION:** If the Premises is sold through Listing Broker, the Compensation shall be paid at and as a condition of the close of escrow. In all other cases set forth in Lines 56-74 above, the Compensation shall be paid upon the occurrence of the event.
78. **ESCROW INSTRUCTIONS:** This Agreement may be delivered to escrow and shall constitute instructions by Seller to Escrow Agent to pay the Compensation authorized by this Agreement out of proceeds due Seller at time of closing. If Seller's proceeds are not sufficient in amount to pay such Compensation, Seller shall deposit a

81. sum sufficient to pay said Compensation. If an earnest money deposit is forfeited, Escrow Agent shall pay  
82. Compensation to Listing Broker in an amount equal to one-half of the earnest money deposit, not to exceed the full  
83. amount of Compensation due pursuant to Lines 56 - 74 above.
84. **CLOSE OF ESCROW:** Close of Escrow ("COE") is when the deed and any other instruments necessary to  
85. complete the transfer of title are recorded with the appropriate county recorder's office. Seller shall timely  
86. comply with all terms and conditions of the purchase contract, including executing and delivering to Escrow  
87. Company all closing documents which may be required to be furnished by Seller, and performing all other acts  
88. necessary in sufficient time to allow COE to occur by the closing date specified in the purchase contract ("COE  
89. Date"). Unless otherwise agreed, Seller shall pay a prorated portion of taxes, assessments, HOA fees, and other  
90. costs related to COE that are customarily prorated in the county where the Premises is located. The sale  
91. proceeds shall be promptly distributed following COE. Unless otherwise specified in the purchase contract,  
92. Seller shall deliver possession, occupancy, existing keys, and/or means to operate all locks, mailbox, security  
93. system/alarms and all common area facilities to Buyer at COE.

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### 3. DUTIES AND AUTHORIZATIONS

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94. **REPRESENTATION OF SELLER:** Unless otherwise agreed, a Listing Broker acts as agent for Seller only and  
95. has the duties of loyalty, obedience, disclosure, confidentiality, and accounting ("Fiduciary Duties") as well as other  
96. duties imposed by the Arizona Department of Real Estate ("ADRE"). Seller acknowledges the property may be  
97. shown to Buyers by Listing Broker and this shall not constitute a conflict of interest. Seller should carefully review  
98. all advertising materials and contractual documents prepared by Listing Broker as Seller may be bound by these  
99. materials. Listing Broker shall always exercise reasonable skill and care in the performance of Listing Broker's  
100. duties to Seller. Seller is aware Listing Broker may list other properties which are similar to and/or which may be  
101. located in proximity to the Premises.
102. **REPRESENTATION OF BUYER:** A Buyer's Broker (or "Cooperating Broker") represents only the Buyer and has  
103. Fiduciary Duties as well as other duties imposed by ADRE in dealings with Buyer. Buyer's Broker may receive  
104. Compensation from Buyer, Seller, or both. Seller authorizes Listing Broker to cooperate with and share  
105. Compensation with Buyer's Broker as follows: No less than 3% of gross sales price.
106. **CONDUCT OF BROKERS:** Regardless of whom they represent, real estate licensees have the obligation to:  
107. (i) treat all parties to a transaction fairly; (ii) disclose, in writing, all facts known to the licensee that may materially  
108. and adversely affect the consideration to be paid for the Premises; (iii) disclose that Seller or Buyer may be  
109. unable to perform; and (iv) disclose any information concerning any material non-obvious (latent) defect existing  
110. in the Premises. REALTORS® are further obligated by their Code of Ethics to treat all parties honestly.
111. **DUAL (limited) REPRESENTATION:** A dual agency (or limited agency) may occur when the Listing Broker  
112. procures a Buyer for the Property. In this situation, the same real estate company may be representing the  
113. Seller's interest and the Buyer's interest. A dual agency may occur in this or in other ways. Brokers and their  
114. Agents can legally represent both the Seller and the Buyer with the knowledge and written consent of both the  
115. Seller and the Buyer. A Dual Agent has the duties of loyalty, obedience, disclosure, confidentiality and accounting  
116. to both the Seller and the Buyer. Seller recognizes that in a dual agency situation, the duties normally owed the  
117. Seller by the Listing Broker and his/her Agents may be limited in that confidential information pertaining to the  
118. Buyer may not be disclosed to the Seller (and likewise, confidential information concerning the Seller may not be  
119. disclosed to the Buyer). Seller agrees that the Listing Broker and his/her Agents shall not be liable for failing or  
120. refusing to disclose confidential information. The Dual Agent may receive compensation from the Buyer and/or  
121. from the Listing Broker with the written consent of all parties.
122. **CONSENT TO DUAL AGENCY:** Seller  Does  Does Not authorize Listing Broker to be a Dual Agent.
123. **Seller Initials Required:** \_\_\_\_\_/\_\_\_\_\_  
124. Seller/Seller
125. **NON DISCLOSURE:** Sellers and Listing Brokers are not obligated to disclose that a property has been the site of  
126. a natural death, suicide, homicide, or any crime classified as a felony, nor that the property was owned or occupied  
127. by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted  
128. through common occupancy of real estate, nor that the property is located in the vicinity of a sex offender.

129. **SIGNS/MARKETING:** Seller  **Does**  **Does Not** agree to the placement of a customary "For Sale" and  
130. "Sold" sign(s) together with customary sign riders on the Premises through COE. In any event, Seller agrees  
131. to immediately remove, or have removed, all "For Sale" signs not belonging to Listing Broker. The placement  
132. of directional or other signs on public or private property without the property owner's permission is illegal.  
133. Listing Broker/Agent will not illegally place such signage. Seller agrees not to advertise or market the Premises  
134. in any manner without the prior written permission of Listing Broker.

135. **VIDEO/STILL IMAGES:** Seller  **Does**  **Does Not** consent to the taking and placement of video, still or  
136. other images of the Premises on the Internet and in other media at the sole discretion of Listing Broker. Seller  
137. is cautioned to protect valuable items from view. Listing Broker has no responsibility for loss of such valuable  
138. items. Seller understands the public may have unlimited access to the images and may download and/or  
139. copy them. Any such images are the property of Listing Broker.

140. **ACCESS AND KEYSAFE:** Seller  **Does**  **Does Not** authorize the installation and use of a Keysafe that  
141. contains an access key to the Premises. A Keysafe permits access at any time to the interior of the Premises  
142. by MLS Participants together with potential Buyers. Seller is advised to take appropriate security precautions to  
143. protect valuable items. Seller agrees, upon reasonable notice, to cooperate with previews and showings of  
144. the Premises at reasonable times. If there are any adult occupants of the Premises other than Seller or  
145. Seller's family, or if the Premises is subject to a rental agreement, then Seller shall immediately provide  
146. Listing Broker with written permission from all adult occupants authorizing access by the MLS Participants  
147. and potential buyers at reasonable times upon reasonable prior notice according to the current Arizona Landlord  
148. Tenant Act.

149. **HOME WARRANTY PLAN:** Seller  **Does**  **Does Not** agree to provide Buyer, at Seller's expense, at  
150. COE, a home warranty plan acceptable to Seller. Seller is aware that home warranty plans may provide  
151. benefits to Seller during the term and/or escrow period, as well as to the Buyer of the Premises.

152. **SUBSEQUENT OFFER:** Seller shall, prior to close of escrow, receive all offer(s) to purchase the Premises  
153. unless otherwise agreed upon by Seller in writing. Seller understands that any offer accepted by the Seller  
154. subsequent to a first accepted offer must be a backup offer contingent on the cancellation of the existing Contract.

155. **INDEMNIFICATION:** As a material condition of this Agreement, Seller agrees that the local association of  
156. REALTORS® and local MLS (collectively "MLS") are third-party beneficiaries of this Agreement for the purpose of  
157. indemnification. Seller agrees to hold harmless and indemnify MLS, their Directors, Officers, employees and  
158. volunteers as well as Listing Broker and the Cooperating Broker involved in any transaction resulting from this  
159. listing from any and all claims, damages, liability or other loss, including all attorneys' fees and legal costs incurred  
160. arising out of any claim of misrepresentation or for any action or non action by Seller including, but not limited to  
161. the supplying of incorrect information, breach of warranty or any other claim arising out of this Agreement or the  
162. sale and purchase of the Premises or as a result of the dissemination of any inaccurate information concerning the  
163. listing of the Premises published by a third party website. This provision is to be liberally construed in favor of the  
164. indemnified parties.

165. **Seller Initials Required:** \_\_\_\_\_  
166. Seller/Seller

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#### 4. SELLER OBLIGATIONS

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167. **FAIR HOUSING:** The Premises shall be offered to all persons without regard to their ancestry, race, religion,  
168. color, sex, sexual orientation, handicap, marital status, familial status, age or national origin or any other  
169. mandated classification by prevailing federal, state or local laws.

170. **SELLER PROPERTY DISCLOSURE STATEMENT ("SPDS"):** Seller shall complete and return to Listing Broker  
171. a SPDS form within five (5) calendar days after receipt thereof. Listing Broker shall have no responsibility, in  
172. whole or part, for the preparation of the SPDS. Seller shall fully disclose all material facts known to Seller  
173. concerning any previous or current problem(s) or condition(s) that could adversely affect the value or marketability

174. of the Premises. Seller shall immediately advise Listing Broker, in writing, concerning any subsequent changes  
175. that occur concerning the Premises or that are subsequently discovered and cause the SPDS form to be amended  
176. accordingly and authorizes release of such information to all Cooperating Brokers. Seller agrees to hold Broker  
177. harmless from any damages if Seller does not inform Broker of changes in writing.

178. **AFFIDAVIT OF DISCLOSURE:** If the Premises is located in an unincorporated area of the county, and five or fewer  
179. parcels of property other than subdivided property are being transferred, the Seller shall be required to provide Listing  
180. Broker a completed, notarized State of Arizona Affidavit of Disclosure form required pursuant to Arizona Revised  
181. Statute§33-422 within seven (7) days of the commencement date of this Agreement.

182. **DOMESTIC WATER WELL/WATER USE ADDENDUM SELLER'S PROPERTY DISCLOSURE STATEMENT**

183. **("DOMESTIC WATER WELL/WATER USE ADDENDUM SPDS"):** Property  **Does**  **Does Not** have a  
184. Domestic Water Well. If the property is served by a domestic water well, Seller shall complete and return the  
185. Domestic Water Well/Water Use Addendum SPDS to Listing Broker within five (5) calendar days after receipt  
186. thereof. Seller shall fully disclose all material facts known to Seller concerning any previous or current problem(s)  
187. or condition(s) that could adversely affect the value or marketability of the Property. Seller shall immediately  
188. advise Listing Broker, in writing, concerning any subsequent changes which occur concerning the Property or which  
189. are subsequently discovered and cause the Domestic Water Well/ Water Use Addendum SPDS form to be  
190. amended accordingly and authorizes release of such information to all Cooperating Brokers. Seller agrees to hold  
191. Broker harmless from any damages if Seller does not inform Broker of changes in writing.

192. **WATER / WELL RIGHTS:** The following described water/well rights shall transfer with the subject property, if  
193. any: \_\_\_\_\_

194. **HOMEOWNER'S ASSOCIATION INFORMATION:** Seller shall, upon receipt from Listing Broker, complete,  
195. or provide to the Homeowner's Association ("HOA") for completion, the HOA Information form and cause the  
196. completed form to be returned to Listing Broker within ten (10) days of the delivery thereof to Seller.

197. **HOA RESALE NOTIFICATION AND ADDENDUM:** If the Premises is in a residential HOA/Condominium or  
198. Planned Unit Development, Seller shall complete and return to Listing Broker Page one of the HOA  
199. Condominium/Planned Community Addendum within (5) Calendar Days after receipt thereof. Seller shall fully  
200. disclose all information requested on the form to the best of Seller's actual knowledge as of the date signed. If the  
201. Premises is in a residential HOA/Condominium or Planned Unit Development ("Planned Community") consisting of  
202. less than fifty (50) units, Seller shall deliver to Buyer and Escrow Company the disclosure notice to be provided to  
203. Buyer within ten (10) days following acceptance of a purchase contract. If the Premises is in a Planned Community  
204. with fifty (50) or more units, the HOA shall mail or deliver the required disclosure notice to Buyer and the Escrow  
205. Company within ten (10) days following receipt of a written notice of a pending sale of the Premises. Seller shall  
206. promptly notify the HOA of the pending sale of the Premises.

207. **Seller Initials Required:** \_\_\_\_\_/\_\_\_\_\_  
208. Seller/Seller

209. **INSURANCE CLAIMS HISTORY:** Seller shall deliver to buyer a written five-year insurance claims history  
210. regarding the Premises (or a claims history for the length of time Seller has owned the Premises if less than  
211. five years) from Seller's insurance company or an insurance support organization, or consumer reporting  
212. agency, or if unavailable from those sources, from Seller, within five (5) days after contract acceptance.

213. **CONDITION OF PREMISES AND INSURANCE:** Seller is responsible to maintain the Premises in the same or  
214. better condition as on the date of execution of this Agreement through COE. Therefore, Seller should maintain  
215. appropriate hazard insurance to cover partial or complete destruction of the Premises as well as any loss due to  
216. theft, vandalism, water and glass breakage, if available, as well as liability coverage. Seller shall consider notifying  
217. insurance company prior to vacancy of property.

218. **LEAD BASED PAINT:** If any portion of the Premises was constructed prior to 1978, federal law requires that  
219. Buyer be provided a Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form.  
220. If applicable, Seller shall provide Listing Broker, simultaneously with the execution of this Agreement or not  
221. later than five (5) days following execution of this Agreement, a completed and executed disclosure form.

222. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 ("FIRPTA"):** If Seller is a foreign person  
223. or a nonresident alien, Seller shall provide Escrow Agent with a completed and signed FIRPTA certificate. If Seller  
224. is a foreign person, Seller acknowledges that any Buyer may be required to withhold a tax of up to 15% of the  
225. purchase price unless an exemption applies.

226. **REFERRALS-RESPONSIBILITY:** If Listing Broker, Cooperating Broker, or their Agents recommend to Seller any  
227. person, entity or service, for any purpose, it shall be Seller's duty to independently investigate the qualifications  
228. of the referred party. Seller shall hold harmless and indemnify the referring party from any adverse consequences  
229. resulting from such referral.

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## 5. FUTURE SELLER OBLIGATIONS

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230. **SEPTIC OR ALTERNATIVE TREATMENT SYSTEM:** If the Premises is served in whole or in part by an on-site  
231. wastewater treatment facility, Seller shall, at Seller's expense, place in escrow any certification(s) which may be  
232. required by any law and/or any appropriate regulatory bodies. Certification may require that the system be  
233. inspected, emptied and/or repaired prior to the issuance of the requisite certification. If a public sewer line of  
234. sufficient capacity exists within 200 feet of the Premises, the lender or local health authority may require  
235. connection to the public sewer line prior to or upon transfer of ownership. Unless otherwise agreed upon with  
236. Buyer, such connection to the public sewer line shall be at Seller's expense.

237. **POOL SAFETY:** If the Premises includes a swimming pool or spa, Seller shall provide Buyer with an opportunity  
238. to review the relevant pool barrier laws and shall provide Buyer with a notice concerning pool safety which shall  
239. be signed by Buyer acknowledging receipt thereof.

240. **DEED/TITLE INSURANCE:** Seller shall convey title to Buyer by general warranty deed. Buyer shall be provided,  
241. at Seller's expense, an American Land Title Association ("ALTA") Homeowner's Title Insurance Policy, or if not  
242. available, an ALTA Residential Title Insurance Policy ("Plain Language" / "1-4" units") or, if not available, a  
243. Standard Owner's Title Insurance Policy.

244. **PREMISES CONDITION AT CLOSING:** Seller shall remove all personal property not included in the sale and all  
245. debris from the Premises at the earlier of possession by Buyer or COE whichever first occurs.

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## 6. REMEDIES

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246. **DISPUTE RESOLUTION:** Listing Broker and Seller agree to mediate any dispute or claim arising out of or relating  
247. to this Agreement in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All  
248. mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or  
249. claims, the unresolved issues shall be submitted for arbitration. **While either party shall have all the rights and**  
250. **benefits of arbitration, both parties are giving up the right to litigate such claims and disputes in a court or**  
251. **jury trial.** Neither party shall be entitled to join or consolidate disputes by or against others, or to include in any  
252. arbitration any dispute as a representative or member of any class, or to act in any arbitration in the interest of the  
253. general public or in any private attorney general capacity. Either party may initiate arbitration by giving notice of the  
254. dispute stating with particularity that party's position. The parties shall cooperate in the expeditious appointment of  
255. an arbitrator. If the parties are unable to agree upon an arbitrator, either party may apply to the relevant County  
256. Superior Court for appointment of an arbitrator pursuant to A.R.S. §12-1501 et seq. The arbitrator's award shall be  
257. final and binding and not subject to appeal.

258. **ARBITRATION COSTS AND ATTORNEYS' FEES:** In any proceeding, including arbitration, for damages, or to  
259. enforce any of the provisions of this Agreement, including a claim by Listing Broker for payment of Compensation,  
260. the substantially prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and  
261. related expenses including, but not limited to, expert witness fees, fees paid to investigators, and customary court  
262. costs. The arbitrator shall determine which of the parties shall pay the fees and costs for the arbitration including  
263. attorneys' fees.

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## 7. ADDITIONAL TERMS

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264. **ARIZONA LAW:** This Agreement shall be governed by Arizona law and is subject to the jurisdiction of Arizona.
265. **TIME IS OF THE ESSENCE:** The parties acknowledge that a material and negotiated condition of this Agreement  
266. is that time is of the essence in the performance of the obligations described herein.
267. **DAYS:** All references to days in this Agreement shall be construed as calendar days. The day of the act or event  
268. from which the time period begins to run is not included and the last day of the time period is included.
269. **COPIES AND COUNTERPARTS:** A fully executed facsimile or electronic copy of this Agreement shall be treated  
270. as an original Agreement. This Agreement may be executed in counterparts, which shall become effective upon  
271. delivery. All counterparts shall be deemed to constitute one instrument. The Disclosure of Information on Lead-  
272. Based Paint and/or Lead-Based Paint Hazards form may not be signed in counterpart.
273. **ENTIRE AGREEMENT/NO MODIFICATION:** This Agreement, the Property Profile Sheet, and any addenda,  
274. photographs, data or other documentation which shall be incorporated into this Listing Agreement, constitutes the  
275. entire Agreement between Seller and Listing Broker and supersedes any prior written or oral representations or  
276. agreements between Seller and Listing Broker. Any release from or modification to this Agreement requested by  
277. Seller during the term of this Agreement will be in writing signed by the parties. The pre-printed portions of this  
278. Agreement may not be modified without the express written permission of MLS. No modifications shall be made to  
279. this Agreement which shall place Listing Broker and his/her agents in violation of the MLS Rules and Regulations.  
280. The failure to initial any page of this Agreement will not affect the validity or terms of this Agreement.
281. **IMPORTANT NOTE: If Seller signs more than one Listing Agreement during the Term or Extended Term**  
282. **of this Agreement, Seller could be responsible for paying Compensation to more than one broker upon**  
283. **the sale of the Premises.**
284. **SELLER MATERIALS:** If Seller provides Listing Broker any photographs, floor plans, art work, plot plan  
285. drawings, or any other items created by or for Seller ("Seller Materials"), Seller, having the authority to do so,  
286. hereby grants Listing Broker and MLS a non-exclusive right and license to all intellectual property rights  
287. thereto including the copyright to use and defend Seller Materials in any manner and for any reason. Upon  
288. termination of this Agreement, upon written request, the Seller Materials shall be returned to Seller.
289. **INTELLECTUAL PROPERTY:** Listing Broker is specifically authorized to use, for any purposes whatsoever,  
290. any and all information obtained by or provided to Listing Broker pursuant to this Listing Agreement (including  
291. any information concerning the price and terms of the sale of the Premises, length of time the Premises is on  
292. the market, and any other information relating to the Premises) (the "Work(s)"), both before and after the sale  
293. or, in the event there is not a sale, after this listing has expired. Seller hereby assigns to Listing Broker any and  
294. all intellectual property rights Seller may have in the Works and to any pictures or other reproductions of the  
295. Premises used in connection with the marketing of the Premises. For purposes of clarity, Listing Broker is the  
296. owner of any and all rights in the Work(s) and may further assign, license, sublicense, or otherwise dispose of  
297. these rights to any party whatsoever for any purposes whatsoever.
298. **ADDITIONAL TERMS:** \_\_\_\_\_  
299. \_\_\_\_\_  
300. \_\_\_\_\_  
301. \_\_\_\_\_  
302. \_\_\_\_\_  
303. \_\_\_\_\_  
304. \_\_\_\_\_  
305. \_\_\_\_\_  
306. \_\_\_\_\_  
307. \_\_\_\_\_

## 8. ACCEPTANCE

308. **SELLER**

309. \_\_\_\_\_  
310. Print Seller Name \_\_\_\_\_ Print Seller Name \_\_\_\_\_  
311. \_\_\_\_\_  
312. Seller Signature \_\_\_\_\_ (MO/DA/YR) Seller Signature \_\_\_\_\_ (MO/DA/YR)  
313. \_\_\_\_\_  
314. Seller Address \_\_\_\_\_ Seller Address \_\_\_\_\_  
315. \_\_\_\_\_  
316. City/State \_\_\_\_\_ Zip \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_  
317. \_\_\_\_\_  
318. Seller Email Address \_\_\_\_\_ Seller Email Address \_\_\_\_\_  
319. \_\_\_\_\_  
320. Seller Phone \_\_\_\_\_ Seller Fax \_\_\_\_\_ Seller Phone \_\_\_\_\_ Seller Fax \_\_\_\_\_  
321. \_\_\_\_\_  
322. Seller Office Phone \_\_\_\_\_ Seller Office Fax \_\_\_\_\_ Seller Office Phone \_\_\_\_\_ Seller Office Fax \_\_\_\_\_

323. **ACCEPTANCE BY BROKER:** By signing below the Authorized Signor acknowledges authority to sign  
324. this Agreement and accepts from Seller (and Listing Agent if applicable) an irrevocable assignment of the copyright  
325. and other intellectual property rights in Seller Materials, including the right to protect and enforce the ownership  
326. rights therein. The Authorized Signor reserves a non-exclusive right to utilize Seller Materials in the promotion and  
327. marketing of the Premises. If and when the Premises is listed in MLS, the Authorized Signor irrevocably assigns an  
328. undivided interest in such rights to MLS. By publication of a listing of the Premises, MLS accepts an irrevocable co-  
329. ownership of said property rights during the Term and/or Extended Term of this Agreement. Each party shall have  
330. an independent right to enforce and defend the property rights each has acquired in the Seller (Listing Agent's)  
331. Materials. Upon termination of this Agreement, Seller Materials shall be returned to Seller upon  
332. receipt of written request from Seller.

333. Designated Broker: John Mijac \_\_\_\_\_  
334. Long Realty Company \_\_\_\_\_ Listing Agent Name \_\_\_\_\_  
335. Branch Office Address: \_\_\_\_\_  
336. \_\_\_\_\_  
337. Office Phone/Agent Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_ Agent E-mail Address \_\_\_\_\_  
338. \_\_\_\_\_  
339. AUTHORIZED SIGNATURE (Listing Agent)

File No. \_\_\_\_\_ Designated Broker or Designee Initials: \_\_\_\_\_ Date: \_\_\_\_\_